

AGREEMENT
BETWEEN LOCAL 624 AFSCME, AFL-CIO
AND

THE CITY OF ALBUQUERQUE

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
NOVEMBER 27, 2004 THROUGH JUNE 30, 2006

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SECTION 1. PREAMBLE

- A. THIS AGREEMENT has been made and entered into between the CITY OF ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and Local 624, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "Local 624" or the "Union").
- B. The parties agree that their respective policies will not discriminate against any employee covered by this Agreement because of race, age, sex, creed, color, national origin, union or non-union affiliation, ancestry, religion, disability, sexual orientation, Vietnam Era or disabled Veteran status or medical condition. Sexual harassment will not be tolerated.
- C. The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque as Employer; to maintain harmony, cooperation, and understanding between the employer and the employees in the Unit; to afford protection of the rights and privileges of all employees in the Unit and the Employer; and to ensure the continued delivery of services to the citizens of Albuquerque.
- D. The Employer, Local 624, and its members agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

SECTION 2. SCOPE OF AGREEMENT

- A. This Agreement relates to the employees of the City of Albuquerque in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of negotiations of the parties as provided in the City of Albuquerque Employee Relations Ordinance.
- B. This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the parties hereto. When any conflicts occur, this Agreement shall govern as provided by the City of Albuquerque Employee Relations Ordinance.
- C. Under normal circumstances, the Union will be given prior notice of proposed changes in City or department wide written policies that directly affect bargaining unit employee working conditions. The Union will be given fourteen (14) days from the time of notice to provide input. This input period may or may not delay implementation, but may require revision or cancellation of the originally proposed policy. The parties may agree to extend time limits by mutual consent.
- D. The Union will be allowed to provide input through the Office of Employee Relations on all changes in policies, rules and handbooks.
- E. The parties shall honor those MOUs that have been tentatively signed by the parties for continuation during the term of this Agreement. The MOUs shall expire when the Agreement expires unless the parties agree in writing to extend the Agreement and/or the MOUs. Those MOUs signed by the parties prior to the implementation that have not been signed by the parties for continued enforcement during the term of this Agreement shall be considered null and void.

SECTION 3. RECOGNITION

- A. The City recognizes Local 624 as the sole exclusive bargaining representative in all matters pertaining to hours, wages, working conditions, and all terms and conditions of employment for employees in the Unit described in this Agreement.
- B. The City recognizes Local 624 as the exclusive bargaining representative for the following employees:
 - 1. All permanent non-probationary B-Series employees whose job code begins with a 1, 2, or 3, performing work classified in the 1, 2, or 3 job code series.
 - 2. New permanent positions whose job code begins with a 1, 2, or 3 shall automatically become part of this bargaining unit.
- C. The parties agree of inclusion of part-time permanent Blue Collar Employees in the AFSCME Local 624 Bargaining Unit.

SECTION 4. DUES DEDUCTION

- A. During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An employee wishing to terminate their dues may do so during the first week of January and July.
- B. The City agrees to forward to the Local 624 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to who the designated Union Treasurer is by the elected Union President.
- C. Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.
- D. Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Local 624 membership by Personnel Action Form P-I processed by the City.
- E. All bargaining Unit employees will be automatically dropped from paying Union dues or fair share while on early retirement from city services.
- F. Payment of an agency fee by bargaining unit members who are not dues-paying union members for expenses related to negotiating and administering the collective bargaining agreement and adjusting grievances and disputes of bargaining unit employees has been authorized by Resolution of the Albuquerque City Council. The Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply with all State and Federal requirements. Pursuant to this Resolution, the following procedure shall be implemented for payment of agency fees:

1. The use of the full dues check off by at least 50% of the bargaining unit members shall constitute proof that the 50% union membership required by the Resolution has been met.
2. The amount of the agency fee shall include only costs related to the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or disputes or bargaining unit employees, provided, however, that in no event shall the fee exceed 75% of the Union's membership dues.
3. The procedures used by the Union for calculating and collecting the fee will comply with all State and Federal requirements. Those procedures will include provision of a notice to non-members every 12 months informing them of the amount of the agency fee for the next 12 months and the basis on which that amount was determined. The notice also will inform non-members that they have the right to challenge the amount of the agency fee through a procedure set forth in the notice, under which any challenges will be resolved by an impartial decision maker. To the extent that applicable State and Federal Law requires that any portion of a challenger's agency fee be held in escrow pending resolution of the challenge, the Union will comply with any such requirement.
4. At the same time as it provides to non-members the notice described in subparagraph 3, the Union shall certify to the City, in writing, by a duly authorized officer, the amounts to be deducted as agency fees during the 12 month period then commencing. Upon receipt of that certification, the City shall commence making employee payroll deductions of the specified agency fee payments for each pay period of that 12 month period.
5. All money deducted from wages for agency fees shall promptly be remitted to the Union after the payday covering the pay period of the deduction. If any employee has insufficient earnings for the pay period, no agency fee deduction will be made for that employee for that pay period.
6. a. The Union will indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including payment of reasonable attorney fees and costs for counsel selected by the City, for any claim or challenge to imposition of an agency fee.

b. If an Arbitrator finds that the Union has failed to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section, he/she may award the City the ability to withhold payment of dues/agency fees until the obligation of indemnification is satisfied.
7. In the event any part of this Section is held invalid by a court of competent jurisdiction, the City and the Union will meet to renegotiate the affected provisions

SECTION 5. UNION RIGHTS

- A. The employer agrees that Local 624 Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations

shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify or resolve a problem.

- B. Local Union officers will continue to be granted time off without pay from their normal duties to attend conventions, conferences and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate supervisor or the Office of Employee Relations. For the purposes of this paragraph, "Union Officers" shall be limited to the elected officers and executive board members of the Union. Requests for this leave that exceed ten (10) days will be subject to the approval of the CAO. The employee may utilize accumulated vacation time or leave without pay for these purposes. Local Union stewards may be granted time off without pay from their normal duties to attend monthly Union meetings on the second Wednesday and last Wednesday of the month. The Union shall provide the Employee Relations Officer and each affected supervisor with the names of the stewards. The Union shall update the list as changes occur. Steward leave without pay shall be subject to the prior approval of the steward's supervisor. The supervisor shall determine whether or not to approve a steward's request based solely on the operational needs of the department.
- C. A Union officer, a steward or a bargaining unit employee designated by the Union President shall be on paid time when the officer, steward or President's designee attends a predetermination hearing requested by a bargaining unit employee, a grievance hearing when requested by a bargaining unit employee or an arbitration/Labor board hearing when charges or other matters directly affecting employees represented by the officer, steward or President's designee are being addressed. Unless otherwise approved by the Employee Relations Officer, only one (1) officer/President's designee and one (1) steward shall be granted leave with pay for any single hearing. Unless otherwise approved by the Employee Relations Director, the steward shall be a bargaining unit employee assigned to the same division to which the affected employee is assigned.
- D. The Employee Relations Officer will authorize a maximum of twenty (20) hours per week with pay for the Union President to assist with the resolution of labor/management issues. The Union shall notify the Employee Relations Officer in advance and obtain prior approval when requesting leave for City business for the President's designee.
- E. A bulletin board will be furnished by the City for the posting of official Union notices and other information. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. The bulletin board will not be used to criticize the Union, and any of the Union policies, any of the Union officials, management, any management policies, or any management employee.

SECTION 6. WORK HOURS

- A. An employee's workweek shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week or ten (10) hours per day, four (4) consecutive days per week. It is recognized that both parties are interested in implementing pilot programs, where feasible, for the broader use of ten (10) hours per day, four (4) days per week. In any areas where this approach is tried, management shall provide for input from the Union.

- B. All permanent, non-probationary full-time employees will be provided the opportunity to work a 40-hour week. When temporary conditions are such that normal duties cannot be performed as a result of weather or lack of equipment or work, alternative duties of benefit to the City may be assigned to affected employees, or the employee may utilize accrued vacation leave or leave without pay. Nothing in this Section shall be construed to preclude actions under Section 28 of this Agreement.
- C. The City and the Union agree to meet to identify areas where flextime work schedules may be implemented to benefit both the employees and the requirements of the City for productivity. In areas where the employees and management wish to implement flexed work schedules, the parties may modify work hours by mutual agreement.
- D. Pilot programs established through mutual agreement of the parties may be implemented to allow non- consecutive days off for the 10 hour per day work schedule.

SECTION 7. OVERTIME

- A. Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of 40 hours per week.
- B. For the purpose of computing overtime, paid leave will be considered time worked.
- C. Employees required to work on holidays will be paid regular holiday pay plus time and one-half (1-1/2) for hours actually worked.
- D. A meal period of thirty (30) minutes shall be offered to employees required to work more than two (2) hours beyond their regular shift.
- E. Scheduled Overtime: The employer shall prepare, maintain and post an up-to-date scheduled overtime list by classification and seniority within the work unit at least two times per year. Employees who have signed up for voluntary overtime shall be offered overtime in seniority order on a rotating basis. If the above procedure has been followed and no employee on the list is available for overtime work, overtime shall be assigned in reverse order of seniority on a rotating basis. The employee assigned will be required to work the overtime. Scheduled overtime is over time that is anticipated and can be reasonably scheduled in advance.
- F. Unanticipated overtime is all overtime which cannot be anticipated and or reasonably scheduled in advance of the employees regularly scheduled shift. Unanticipated overtime work assignments, which immediately follow a regular shift, may first be assigned to the employees who are performing the work at the end of the regular shift.
- G. Compensatory Time: Prior to working an overtime assignment the employee and management by written mutual agreement may provide for the overtime assignment to be worked for compensatory time off at one and one half (1-1/2) the hours worked over 40 hours per week.
 - 1. The maximum accrual of compensatory time is 40 hours. Compensatory time not taken within 180 days from the date accrued will be scheduled by the supervisor within the next two (2) pay periods or the supervisor may pay the employee for the accrued time.
 - 2. Employees who have accrued unused compensatory time at time of termination of employment shall be paid for the unused compensatory time at their current rate of pay if such time can not be scheduled and taken prior to the termination date.

SECTION 8. REST PERIODS

Employees shall receive one fifteen (15) minute rest period during each one-half shift. Rest periods may only be combined or accumulated if the City and the Union agree to combine rest periods by M.O.U. signed by the Union President and the Employee Relations Director.

SECTION 9. LUNCHTIME

The employer will provide a lunch break of at least 30 minutes but not to exceed one hour on non-pay status. The employer may also provide a lunch period to be taken on City time which will be sufficient for the employee to eat lunch as long as the paid lunch period has been approved by the Department Director and the Office of Employee Relations. The lunch period should occur approximately at mid-point in the work shift. When the lunch period occurs on non-pay time the employee will not be required to remain at the work site during the break. The parties may agree to other conditions by a memorandum of understanding.

SECTION 10. SPLIT SHIFT

No employee will be assigned a split shift

SECTION 11. SHIFT PREFERENCE

- A. When work schedules are to be change, as a result of vacancies, reorganizations and/or changes in assignments, shift selection will be offered to employees by seniority. Seniority for this purpose shall mean continuous non-probationary permanent full time service within the division, then the department, as a member of the bargaining unit. Bidding for shift selection can only be done within current classification and work unit. The parties may agree to other conditions by memorandums of understanding at the department or division level. The Union may initiate action to determine employee preference within fifteen (15) days of the signing of the contract.
- B. For purposes of shift preference seniority shall not be considered to have been interrupted by transfer to physical layoff status or by placement on any leave approved by the City if the employee returns to his/her previous classification and work unit immediately after the release from physical layoff or any other approved leave. Shift preference shall be exercised during the regular shift selection process.

SECTION 12. CONSECUTIVE SHIFT

An eight (8) hour period of non-work status must be granted, following an overtime assignment, to all employees assigned to work two (2) complete consecutive shifts or the majority of the second shift.

SECTION 13. WASH UP TIME

Wash up time at the end of the work shift will be granted to employees who during the course of their daily job assignment have demonstrated a need for such time. This determination will be made by the employee's immediate supervisor on a case by case basis. Employees whose job assignments are such that wash up time is unnecessary will continue to perform duties of a benefit to the city. Problems that arise with this section will be handled through a mutual effort by the Union President or his/her designee and a representative of the Office of Employee Relations who will investigate and attempt to resolve the problem.

SECTION 14. CHANGE IN WORK HOURS

- A. An employee shall receive a minimum of five (5) working days notice of a permanent change in the employee's work hours.
- B. Temporary changes in work hours will not exceed thirty (30) calendar days. This language does not condone a pattern of repeated temporary changes.

- C. Employees who have their work schedules changed on a temporary basis or who have their work schedules changed due to a modified or light duty assignment shall be given reasonable notice.

SECTION 15. STANDBY TIME

- A. Employees assigned to standby status shall receive four (4) hours of straight time pay for each twenty-four (24) hour period. Should an employee be unable to complete a standby assignment and another employee has to be assigned, the standby pay for that period of time will be prorated between the employees who worked the assignment.
- B. Such twenty-four (24) hour period shall start at the time the employee begins his/her standby status
- C. It shall be the responsibility of the employee placed on standby status to keep his/her supervisor informed as to where he/she can be reached. Standby time shall not be considered time worked for the purpose of computing overtime payment. Employees on standby status will be given a reasonable amount of prior notice. Standby assignments will be rotated.
- D. The City will continue current practices regarding standby assignments. The Union and each department will develop Memoranda of Understanding regarding such practices.

SECTION 16. CALL-IN GUARANTEE

An employee called back to work, in addition to his/her normal work schedule, will be guaranteed for each such call-in a minimum of two (2) hours at time and one-half (1 ½). Call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work. This provision will not apply if the overtime immediately precedes or immediately follows the regular work shift. This benefit may not require that call-in be paid again if additional call-ins occur within the two hours already guaranteed.

SECTION 17. LEAVE WITH PAY

- A. As a benefit of employment with the City, leave with pay is available for the following reasons: birthday, vacation, illness, holiday, on the job injury, emergency, City business, jury duty, witness for the City, voting, annual military service, education, and work related legal court subpoenas when the employee is not a party to the lawsuit. All requests for leave will be submitted for approval on City Form P-30 "Request for Leave of Absence", and will have any necessary documentation attached. If an employee desires to be absent from duty before the necessary forms have been submitted and approved, he/she must request approval from his/her immediate supervisor within a reasonable amount of time before he/she was regularly scheduled to report for duty, and the supervisor must respond within 3 working days from the date of the P- 30 request.

The employee's birthday may be taken on the actual birth date or an alternate date following the birthday. Alternate days must be taken within one year following the actual birth date. Requests for scheduling of this benefit should not unreasonably be denied. Management shall respond to requests for leave with pay in this subsection in a timely manner.
- B. Employees shall be offered education leave in accordance with the City's Personnel Rules and Regulations.

Section 18. LEAVE FOR WORK OFF SITE

Leave with pay may be approved by the appropriate City representative for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal work station.

SECTION 19. LEAVE TO VOTE

- A. State Law requires that under certain conditions, all employees who are registered electors be granted two (2) hours with pay between the opening and closing of the polls to vote on all election days. Department directors must grant this time off for voting if requested by employees registered to vote. Department directors should schedule the time taken so that the delivery of services is affected as little as possible. Departments will not grant time off with pay to any employee whose normal work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls. Time taken off for voting can be used for no other purpose. Department Directors may require an employee to prove that he/she is registered and an eligible voter.
- B. If leave to vote is scheduled at intervals during the work shift, employees will be given a choice of scheduled time by seniority.
- C. An employee who is eligible for leave to vote, and who votes during non-working hours, will be awarded one (1) hour compensatory time in lieu of leave to vote.

SECTION 20. ANNUAL AND EMERGENCY MILITARY LEAVE

- A. Military leave with pay will be authorized for all employees who are members of the National Guard or Air National Guard of New Mexico or any organized reserve unit of the Armed Forces of the United States, including the Public Health Service for a period not to exceed fifteen (15) days in each federal fiscal year, October 1 through September 30. This leave is in addition to other authorized leave, when they are ordered to active duty training with such units. In addition, all employees who are members of an unorganized reserve component may be granted leave with pay not to exceed fifteen (15) days in each federal fiscal year for the purpose of attending organized courses of instruction or training periods authorized for such personnel.
- B. All employees called to active duty in emergencies declared by the Governor or the President for short periods of time shall be granted military leave with pay not to exceed fifteen (15) days. A copy of orders must be attached to all requests for annual military, annual or emergency military leave. No vacation may be taken either five (5) working days prior to or after the military leave.
- C. Employees who are called to monthly active duty training for the military reserve or National Guard, and who do not have sufficient seniority to bid for weekends off, will be allowed to trade shifts with employees of equal grade and qualifications within the work unit in order to fulfill their military obligations. The employees agreeing to the trade must notify their supervisor, in writing, 40 hours in advance of the shift trade. If no employee agrees to trade, the affected employee may be allowed flextime at the discretion of the Department Director or designee, pursuant to Section 6, Work Hours, Subsection C of this Agreement.
- D. An employee may request military leave by submitting a verbal request for the leave and the

employee's orders to the employee's supervisor as soon as possible after the employee receives the orders. If the employee does not possess written orders, the employee and the supervisor shall agree on an alternate verification procedure. If the employee will be subject to a call-up that will take place during separate time intervals for the same purpose, the employee may submit one (1) request with the orders identifying the specific intervals and purpose. Military leave requests shall be subject to federal and state statutes and Human Resources approval.

SECTION 21. PARENTING AND MATERNITY LEAVE

- A. Except as agreed below, parenting and maternity leave shall be provided in accordance with federal law.
- B. A permanent, non-probationary employee who is not eligible for leave under the Family Medical Leave Act (FMLA) may be allowed to take up to three (3) days sick leave, vacation leave or leave without pay for the birth or adoption of a child.
- C. An employee who is eligible for leave under the Family Medical Leave Act will be allowed to utilize three (3) days emergency leave for the birth or adoption of a child, in addition to leave mandated by the FMLA.
- D. All requests for FMLA leave will be handled through the Department of Human Resources.
- E. An employee who utilizes paid leave for an approved FMLA absence will be allowed to use accrued sick leave or vacation leave, prior to taking an unpaid leave.

SECTION 22. INJURY TIME

- A. Injury Time shall be applied as per Section 3-1-15 of the Merit System Ordinance, and shall include all amendments made during the contract period.
- B. Injured or disabled employees will be accommodated in accordance with Federal Law.
- C. Employees who exhaust their sick leave after using their injury leave benefit, may be paid their vacation leave balance in a lump sum payment and may be granted leave without pay up to one year.
- D. After exhausting injury leave benefits, employees may be eligible to receive donated vacation and/or sick leave in accordance with Section 401.5 of the Personnel Rules and Regulations.
- F. Employees on light duty will accrue sick leave and vacation. Such employees will also continue to receive the employer's P.E.R.A. matching contributions.

SECTION 23. HOLIDAYS

A. Holidays for the Employees are as followed:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th

Individual employee's holidays may vary due to different work schedules, as detailed in the City Personnel Regulations.

- B. Holiday pay shall consist of the regular scheduled work hours for that day at the employee's normal hourly rate. All time worked on holidays will be paid at one and one-half (1/2) the normal hourly rate in addition to holiday pay.
- C. For the purpose of computing overtime, an employee will be credited with holiday time plus the number of hours worked. An employee called back to work on a holiday will receive a minimum of three hours straight time pay or time and one-half (1 1/2) for the hours actually worked, whichever is greater, in addition to holiday pay.
- D. Employees who are required to work on a holiday may designate that holiday as a floating holiday. If the employee elects to exercise this option they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay. If the time off is selected such time will be scheduled subject to staffing needs and the approval of management.
- E. An employee who is not required to work on a holiday may request to work the holiday and float the holiday to another date. The request must be submitted by the employee to the employee's supervisor no later than seventy-two (72) hours prior to the holiday. The date which the employee wishes to substitute for the designated holiday must occur no later than one (1) year after the designated holiday. If the supervisor approves the request to work the holiday and the employee's requested floating holiday, the employee will receive straight time pay for hours worked on the holiday and the floated holiday. It is recognized that the provision of subsection B above will not apply to employees working on a holiday under the terms of this subsection.

SECTION 24. VACATION LEAVE

A. An employee shall accrue vacation as follows:

CONTINUOUS SERVICE	REGULAR WORK WEEK	ACCRUAL PER PAY PERIOD	ACCRUAL PER YEAR	TOTAL OF HOURS
1 month to 60 months	40 Hours	3.845	12.5 Days	100 Hours
61 months to 120 months	40 Hours	4.615	15.0 Days	120 Hours
121 months to 180 months	40 Hours	5.539	18.0 Days	144 Hours
181 months and over	40 Hours	6.153	20.0 Days	160 Hours

B. Annual vacation bidding for available vacation slots will occur during the months of January through March of each year. During the first round of bidding, employees shall bid for up to two (2) blocks of forty (40) hours. After the first round of bids, a second bid will be conducted for any remaining vacation slots. On the second bid an employee may schedule additional blocks of forty (40) hours or the maximum amount of accrued vacation which may be more or less than forty (40) hours, however, the employee is limited to vacation slots that are left after the first round. Vacation will be bid on the basis of seniority by work unit and classification. After the second round of bidding, vacation requests for available vacation slots will be considered on a first come first serve basis.

C. Pay for accrued vacation may be obtained by an employee prior to leaving on vacation, if at least two weeks notice is given to his/her department director

D. Employees who have accumulated over one year vacation may convert 50% of the accumulation over one year to a cash payment once per year.

E. Employees will be allowed to use their accrued vacation time when an employee's sick leave has been exhausted.

F Employees within the bargaining unit who separate from the City will be compensated in cash for any unused vacation, not to exceed 24 monthly accruals computed to the date of separation. In the event of an employee's death, the total accrued vacation balance will be paid to the employee's beneficiary as identified in the life insurance policy by the City.

G. Leave without pay may, at the discretion of the Department Director, be used to supplement vacation leave up to a maximum amount of vacation utilized.

SECTION 25. SICK. EMERGENCY. AND EARLY RETIREMENT LEAVE

A. Sick leave shall accrue at the rate of 3.7 hours per pay period. The maximum accumulation is twelve hundred (1200) hours.

B. The City will allow as many as five days accrued emergency leave in cases of death in the immediate family. "Immediate family" for purposes of this subsection is defined as follows: wife, husband, children, brother, sister, parent, grandparent, father-in-law, mother-in-law, foster parent, foster children, wards, or guardians.

C. Sick leave over 500 hours may be converted at the rate of three hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 850 hours may be converted at the

rate of two hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 1200 hours may be converted at the rate of three hours of sick for two hours of leave with pay or cash payment.

D Employees may convert unused accrued sick leave to early retirement leave, on a one for one basis provided it is taken immediately prior to retirement.

E. Upon the death of an employee, 100% of the employee's accrued sick leave shall be converted to a cash payment to be paid to the employee's beneficiary as identified in the life insurance policy provided by the City.

F Holidays which occur during an employee's sick leave will not be charged to sick leave.

G. Employees on leave for reasons of extended illness who exhaust their sick leave will be granted accrued vacation leave or may be granted leave without pay for up to one year.

H. Emergency annual leave or leave without pay may be allowed to an employee to attend the funeral of a relative not included in the "immediate family" group

I. If an employee provides documentation from a doctor that a possible death situation exists in the employee's immediate family, the employer may grant up to 30 days leave without pay to the employee, if requested.

J. Immediately prior to retirement from active service with the City of Albuquerque, an employee may take leave with pay equivalent to the amount of sick and vacation leave the employee has accumulated. Employees who are eligible for retirement and are under the provisions of a collective bargaining agreement will be governed by the provisions of the agreement. Employees on early retirement do not accrue sick and vacation leave.

K. Employees should plan to begin processing for retirement at least six (6) months before the projected date of retirement. Assistance may be obtained through the Human Resources Department.

L. Retiring employees may cash out accrued sick and vacation leave. A retiring employee will continue to be covered by the City's group life insurance plan at no cost to the employee. Coverage will be one-half of the coverage reflected on the most recent annual life insurance adjustment report immediately prior to retirement.

M. Retired employees and eligible dependents may be transitioned into an optional health insurance plan in effect at time of retirement.

N. Employees who utilize zero hours of sick leave over six consecutive months will be awarded one day of leave in accordance with Council Resolution R 445.

O. Employees who have been absent from work for sick leave on at least three occasions and have missed more than fifty-six (56) hours of personal absence sick leave during the last twelve months shall not be granted further personal absence sick leave until their utilization falls below this level. Personal absence sick leave does not include sick leave taken for:

1. Emergency leave -Granted when a physician determines that an employee's absence from work is medically necessary to care for a sick or injured dependent, or due to a serious illness or death immediate family of the employee, as detailed in the City Personnel Regulations.

2. Hospitalization or outpatient surgical procedure
3. Serious Illness -Usually requiring absences of five days or more.
4. Disability -Requiring long-term absences, including pregnancy.
5. Legal quarantine

Employees requesting sick leave which is not considered as personal absence must provide a physician's statement documenting the reasons for their request. The parties recognize that it is the individual employee's responsibility to keep track of his/her personal absence sick leave usage and to be aware when he/she may not be paid for further utilization of this type sick leave. Except for flagrant violations, no disciplinary action shall be taken against employees not in compliance with this subsection.

P. The city will provide insurance benefits to employees on FMLA as required by law.

Q. Benefits under this Agreement shall be extended to domestic partners of employees as defined in Administrative Instruction 7-29 dated March 8, 2000.

SECTION 26. JURY DUTY

- A. A permanent employee who is called to serve required jury duty shall be paid his/her regular pay for the employee's normal scheduled work time while serving on jury duty. The employee, however, shall pay over to the City any fees received for jury duty. Any fees received by an employee while not on City time shall be retained by the employee. Employees who are ordered to report to jury duty less than two (2) hours prior to the start of their scheduled shift shall be granted leave with pay for the first two (2) hours of the shift. Employees whose jury duty ends prior to end of their scheduled shift shall be granted reasonable travel time to return to work or with supervisory approval may take vacation or leave without pay for the remainder of their shift.

SECTION 27. LEAVE WITHOUT PAY

- A. All requests for leave without pay require approval of the department head or his/her designee. Any request for leave without pay for two weeks or more requires approval of the Chief Administrative Officer.
- B. An employee may be granted leave without pay for a period not to exceed one year as a result of sickness or disability when certified by a medical doctor, to run for non-City public office, for additional vacation time, or for good and sufficient reason which the CAO considers to be in the best interest of the City.
- C. Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing himself/herself for a career within the City service. Training provided by technical, vocational trade schools, and colleges approved by the Veteran's Administration will be accepted by the City under this subsection.
- D. Employees elected or appointed to a full time non-City public office will be granted a leave of absence without pay to enable him/her to hold such office.

- E. Voluntary separation to accept other employment shall be considered by the CAO as insufficient reason for granting a leave of absence without pay.
- F. The City may provide a one year leave without pay for the purpose of performing the full-time duties of Chief Steward.

SECTION 28. LAYOFF AND RECALL

- A. The City will provide for Union input prior to any layoff and recall.
- B. When it becomes necessary to have a reduction in the City's work force, employees will be laid off in reverse order of total permanent continuous City service (seniority) applied to the present classification held. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.
- C. Employees shall retain seniority in any position or classification previously held, provided the employee is capable of performing the work.
- D. Employees, except for employees paid from federal, state or private funds, will be given a ten working day notice prior to being placed on layoff status.
- E. When layoffs and downgrades have occurred as a result of a reduction in work force, employees will be given preference in filling vacant positions in the following order:
 - 1 First preference will be given to employees who held the classification of the now vacant position and were downgraded in classification. This preference will be applied in seniority order.
 - 2. Second preference will be given to employees who were laid off and who have previously held the classification of the vacant position. This preference will be applied in seniority order
 - 3. Third preference will be given to employees on layoff who qualify for the vacant position but have not previously held the classification. This preference will be applied in seniority order.
- F. Prior to the layoff of a bargaining unit employee, temporary, seasonal or student employees who occupy bargaining unit positions affected by the reduction in force shall be laid off first unless the City identifies a need that cannot be met by the bargaining unit employee. No new employees shall be hired into the bargaining unit until all laid off qualified employees have been given an opportunity to return to work.
- G. Employees on layoff will be given notice of recall according to the following procedure:
 - 1. The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the New Mexico American Federation of State, County, and Municipal Employees, Local 624.
 - 2. An employee, upon receiving notice of recall will, within seven (7) days, acknowledge receipt by certified or registered mail, advising the Director of Employee Relations of the date he/she will be available for service, which available date must not be later than thirty (30) calendar days from the date the employee receives the recall notice.
 - 3. Employees failing to comply with this Section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is

understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.

- H. A list of employees on layoff status and employees downgraded as a result of a reduction in work force will be available in the Office of Employee Relations.
- I. Once an employee has been given formal written notice of layoff, the affected employee will be transferred to an existing vacancy for which employee is qualified, without having to circularize the vacancy. An employee in this status will be given preference on vacancies for positions of equal or lesser pay for which the employee is qualified.
- J. In the event of layoff or displacement which occurs at no fault of the employee, the junior employee in that classification City wide will be laid off. If that is not the position which was deleted, the employee in the position that was deleted will be transferred to the vacant position created by the junior employee who was laid off.

SECTION 29. DISCIPLINARY ACTION

- A. A hearing shall be convened to allow the employee and his/her representative the opportunity to explain the reasons for the employee's actions or lack of action which may result in disciplinary action other than an oral reprimand.
- B. In notifying the employee of the measure of discipline to be imposed, it is recognized that the employee has the right to have union representation. Disciplinary actions will be initiated within 10 days of the commission, omission or discovery of the act. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established. Such notification shall specify as to the charges against the employee and why discipline may be imposed.
 - C. In the event disciplinary action is taken against an employee other than the issuance of an oral warning, the employer shall promptly furnish the employee with a clear and concise statement in writing of the reasons therefore.
 - D. Nothing in this Section shall prevent the employer from disciplining or discharging employees for just cause. Any such decision may be subject to the grievance procedure.
 - E. When discipline is to be imposed, progressive discipline will be considered when it appears that the merits of the case would lend itself to this procedure.
 - F. .When possible, the employer agrees to criticize employees in private away from the public and other employees. Each party may have a witness present.
 - G. An employee may propose in writing to management a level of discipline he/she will accept for an offense prior to management imposing disciplinary action. If management accepts the discipline proposed by the employee, the issue will be considered settled and the action will not be grieved.
 - H. The parties acknowledge that investigations of disciplinary actions should be conducted in a manner which affords the employees involved an environment that is conducive to problem solving. Union concerns over investigations will be addressed

through the Office of Employee Relations.

- I. Employees who are the subject of a disciplinary investigation shall be permitted to have union representation upon request. The employer shall not be required to delay the investigative interview more than ½ hour while the employee obtains union representation.
- J. The Union representation shall not obstruct or otherwise interfere with the investigative interview.
- K. The Employee Relations Office and the Union President shall continue to meet to discuss issues of mutual concern related to disciplinary and supervision issues.

SECTION 30: NON-DISCRIMINATION

The provisions of this Agreement shall be applied to all employees in compliance with applicable law and City policies that prohibit discrimination related to age, race, creed, religion, national origin, gender, disability, sexual orientation, veteran status or other protected classes set forth in the City's Labor-Management Relations Ordinance.

SECTION 31. GRIEVANCE PROCEDURE

- A. 1. Nothing in this Agreement shall prevent any employee from instituting or pursuing any grievance of a letter of reprimand on his/her own behalf or with the assistance of the Union, in accordance with the provisions of the Merit System Ordinance.

2 The parties agree that disciplinary actions held in abeyance are not subject to any grievance procedure.
- B. The aggrieved employee may have representation at any time or step in the grievance/arbitration procedure. If an employee institutes a grievance under the provisions of Section 3-1-23 of the Merit System Ordinance in effect on his/her own behalf, in accordance with this Section, the employee's representative will comply with the provisions of Administrative Instruction 1-11, as currently in effect, governing the Grievance Committee Process.
- C. As a condition of employment, employees are required to appear as witnesses in grievance/arbitration hearings when requested by the aggrieved employee or by the City. Requests for the appearance of witnesses will be made through the Office of Employee Relations. The Office of Employee Relations will notify the Department of any employee called as a witness. An employee called as a witness during working hours shall be paid at his/her regular rate. The employee will be required to return to work when he/she is no longer needed as a witness.
- D. Employees called as witnesses during time off shall be paid at straight time for the time spent at the hearing, plus reasonable travel time by whichever party is requiring the employee to appear. This time is not considered time worked for the purpose of computing overtime compensation.
- E. Any action resulting in the filing of a grievance/arbitration shall be processed according to the procedures in effect at the time of the filing of the grievance/arbitration as provided by the Merit System Ordinance or the Collective Bargaining Agreement.

- F. An officer or a steward will be allowed reasonable time off with pay to represent an employee during an arbitration, grievance or pre-determination hearing. The President/designee will be granted access to work sites to conduct inspections for the arbitration process. The parties agree that such access shall not disrupt the work place. Prior to access of the work site, notification will be given to the appropriate city official. Management may require that the Union President/designee be escorted while on the work site.
- G. The parties will use binding arbitration for resolution of alleged contract violations or other written agreements, and all disciplinary related grievances, except as set forth in Subsection A. For purposes of this subsection, disciplinary related grievances shall be limited to the following:
 - 1. Suspension
 - 2. Demotion
 - 3. Terminations
 - 4.
- H. Pre-arbitration/Merit System Ordinance Procedures

Step I

Within fourteen (14) days of an alleged contract violation, violation of other written agreements, or imposition of a disciplinary action, the Union must submit a notice of grievance or violation to the Department Director, with a copy to the Office of Employee Relations. Such notice shall be as clear and concise as possible, based on information made available to the Union. The Department Director shall have fourteen (14) days to respond in writing to the notification from the Union. If the Union is dissatisfied with the response, the Union may request arbitration.

Step II

Within fourteen (14) days of the completion of step 1, the Director of the Office of Employee Relations or designee shall meet with the Union President or designee and attempt to resolve any grievance issue. It is recognized that the Director and President have the authority to settle disputes.

Step III

If no resolution is obtained, the Union must initiate arbitration proceedings within thirty (30) days of the completion of step 2, or forfeit the right to arbitrate the specific grievance.

- I. Time Limits
 - 1. In determining the time limits in this Agreement, the date of the grievable act or occurrence shall not be counted.
 - 2. If the last day of any notice required by this Section falls on a holiday, Saturday or Sunday the time limit shall be extended to the next date that the City Administrative Offices are open for business.
 - 3. Time limits may be extended by written mutual agreement of the parties
 - 4. If the Union fails to comply with the time limits, the grievance shall be considered null and void.
- J. Selection of Arbitrator
 - 1. Arbitrators will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The arbitrator's list shall consist of arbitrators from

the region which includes New Mexico as defined by the F.M.C.S. The selection of the arbitrator shall be accomplished by the parties striking names until only one name remains. That person shall be the arbitrator. The party to strike the first name is determined by the flip of a coin.

K. Disciplinary Arbitration Procedures

1. The tape recording of the arbitration procedure is determined by the arbitrator.
2. Issues of grievability shall be decided by the arbitrator.
3. The arbitrator's standard for determining the appropriateness of disciplinary actions shall be just cause.
4. The arbitrator shall have the authority to accept, modify or reverse discipline imposed by the city.
5. In the event of reinstatement, a reduction or recision of a suspension or demotion, the arbitrator's award shall be limited to back pay and benefits for time lost, less any compensation received by the employee during the suspension, demotion or termination.
6. In researching a decision, the arbitrator may consider the Employee Relations Ordinance, the Merit System Ordinance, Personnel Regulations, Administrative Instructions, a collective bargaining agreement in effect at the time of discipline, contract violations, evidence and testimony relevant to jurisdiction and any valid City policy.
7. The burden of proof on alleged violation shall be on the appellant. The burden of proof in disciplinary grievances shall be of the City.
8. The standard of review on appeal shall be governed by the New Mexico Uniform Arbitration Act.
9. Challenges of an arbitrator's decision shall be filed in a court of lawful jurisdiction within sixty (60) calendar days of the filing party's receipt of such decision.
10. The parties are prohibited from violating written agreements in force which were negotiated in accordance with the Employee Relations Ordinance. Any controversy concerning an alleged contract violation may be submitted for binding arbitration.
11. The arbitrator shall have the authority to interpret and determine compliance with the provisions of the Collective Bargaining Agreement. The Arbitrator may not add to, detract from or alter in any way the provision of the Collective Bargaining Agreement, the Employee Relations Ordinance, the Merit System Ordinance, the Personnel Rules and Regulations, or any valid City Policy.

L. General Provisions

1. The City and the Union agree to attempt to resolve the arbitration in a timely manner.
2. Costs of arbitration shall be shared equally by the parties. Costs shall include, but may not be limited to: arbitrator fees and expenses, witness fees, and court reporting/tape recording costs. City employee witnesses shall be compensated at their regular hourly rate. Witnesses not employed by the City shall be compensated by agreement of the

parties.

3. The arbitrator shall have the authority to require any party to the arbitration to produce relevant documents and to testify on behalf of either party.
 4. The arbitrator's decision shall be final and binding upon the City, the Union and the grievant, except as provided by law.
 5. The arbitrator shall deliver his/her award and decision in support thereof, within the F.M.C.S. guidelines after the close of the grievance hearing or submission of briefs, whichever is later, unless otherwise agreed to by the parties.
 6. Alteration of time requirements may be made by mutual consent of the parties. The Director of the Office of Employee Relations and the Union President have the right to settle disputes.
 - 7 As an incentive to avoid arbitration and its associated costs, at any time prior to the arbitration hearing, either party may submit a written settlement offer to the other party. Counter offers may be submitted in writing until agreement *is* reached, and signed by the parties, thus resulting in a shared cost of all cancellation fees, if any. However, if a written settlement offer is rejected the following shall apply: a. If a party rejects a written settlement offer, and the arbitrator subsequently makes an award less favorable to that party than the rejected offer, and as favorable or more favorable to the party making the offer, the party rejecting the offer shall pay the costs of arbitration. If the arbitrator's award is not less favorable to any party than a settlement offer that has been rejected, or no settlement offer was tendered, the parties shall split the costs of the arbitration. The arbitrator shall retain jurisdiction to determine fees if there is a dispute as to the application of this Subsection.
- M. In an effort to expedite the backlog of grievances that currently exist, the parties agree that an effort will be made to settle all existing grievances, and from the date of the signing of this agreement a one year time limit will apply on any new grievance filed.

SECTION 32. SENIORITY

- A. Seniority for the purpose of this Agreement, except in those sections containing alternative definitions, is defined as follows: The length of continuous service with the City of Albuquerque as a full-time non- probationary permanent employee within this bargaining unit. Continuous service shall not be considered to have been interrupted if the employee has been on an approved leave of absence. Seniority shall be applied as specifically provided for in this Agreement.
- B. All departments will post a seniority roster by classification in the work unit. Seniority rosters will be updated at least semi-annually with a copy to the steward unless there has not been a change in the list.
- C. Ties in seniority will be broken by drawing lots. This will be done with a representative of the Union present. The resolution will be: reduced to writing, signed by the employees and the Union Representative and submitted to the Office of Employee Relations.

SECTION 33. BIDDING ON VACANCIES

- A. All circulars will be posted in a timely fashion and a copy will be provided to all stewards. Vacancies will be posted for at least five calendar days, not including weekends and City holidays. When filling vacancies, first consideration will be given to qualified employees from within the division, then the department. If no employee from within the department is selected, other applicants will be considered. Time spent on temporary upgrades, on the job experience, and training will be considered. City-wide circulars for bargaining unit positions will be made available to the Union through the Human Resources Department.
- B. Vacant position circulars shall state the position title, job code, qualification, shift assignment, work location, rate of pay, and safety sensitive designations. It is recognized that the shift assignment may change as a result of the exercise of shift preference. It is recognized that rate of pay may change as a result of the Classification and Compensation Study.
- C. Any employee who meets the skills, training and experience requirements may bid for the posted position.
- D. Employees who wish to transfer to a different work assignment within their current classification and department must submit a written request indicating their desire to the current supervisor of the preferred work assignment. Such requests must be renewed every twelve months. These requests will be seriously considered prior to filling vacancies.
- E. Bargaining unit vacancies that are to be filled will be posted to allow employees the opportunity to be considered for promotion and lateral transfers.
- F. It is recognized that vacancies may be filled without the posting of vacancy circulars in cases such as layoffs, demotions or settlements. Although such cases will occur, they are not intended to be used to circumvent the normal promotional process.
- G. City employees bidding on a circularized vacancy will not be required to inform the management of their current department of any bid on such vacancies. Employees must notify their supervisor when they have been notified they will be given an interview for a position if they request to be excused from their work to attend the interview.
- H. Bargaining unit members selected for an interview shall normally be interviewed after non-bargaining unit members.
- I. Nothing in this section shall be used to undermine the commitment of the parties that selections for vacancies in this bargaining unit shall be based upon merit.

SECTION 34. QUALIFICATIONS FOR PROMOTION

- A. It is the policy of the City to use the skills and experience of City employees to the fullest. Selection for promotion and transfer is made on the basis of qualification, fitness, performance, and attendance on the job. If qualification, fitness, performance and attendance are equal, seniority will be the tie breaker.
- B. Time spent on temporary upgrades, on-the-job experience and training will be considered when filling vacancies.
- C. Permanent, non-probationary employees selected to fill circularized vacancies within this

bargaining unit shall not be subject to a probationary/trial period.

- D. Bargaining unit employees will be seriously considered prior to outside applicants.
- E. The City will notify and encourage bargaining unit employees to participate in Career Counseling Programs through the City's Office of Training and Organizational Excellence.

SECTION 35. STATE CERTIFICATION

- A. Employees required to participate in an examination to obtain State Certification shall receive per diem and travel allowance as provided by State Law, up to a maximum of two examinations for each certification level. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked for pay purposes.
- B. The City will reimburse employees the renewal fees for such certifications.
- C. For purposes of this section, driver's licenses and equipment operators' permits are not considered state certifications.

SECTION 36. MILEAGE REIMBURSEMENT

Employees who are required to use their personal vehicle in the performance of their duties shall receive reimbursement in accordance with applicable City and State law.

SECTION 37. TEMPORARY UPGRADES

- A. Qualified bargaining unit employees will be given the first consideration for temporary upgrades.
- B. Selection for temporary upgrade assignments for positions within the bargaining unit will be made by considering the following factors:
 - 1. Qualifications needed to perform the work;
 - 2. Physical ability to perform the work;
 - 3. Past demonstrated work performance; and
 - 4. Attendance, using the past 12 months as the basis for review and with long term continuous absences of 5 days or more considered as one absence. In the event these factors are equal, seniority will be tie- breaker.
- C. Prior to February 24, 2001, employees temporarily upgraded will be compensated in accordance with Administrative Instruction 7-28 (revised). After February 24, 2001, employees working in a higher classification for which they are fully qualified will receive the pay for the higher graded position. Employees not fully qualified will receive the pay for the higher graded position, less one pay grade. This subsection shall not apply to employees who agree to other terms as a condition of initial employment, transfer or promotion. Employees who do not participate in available certifications' training programs forfeit the right to be considered for temporary upgrades.

- D. Consideration for an assignment to and rotation of temporary upgrades shall be based upon qualifications and performance. The City will retain a form P-28 in the employee's permanent file to document all temporary upgrades. Service in such upgrades will be considered for promotions.

SECTION 38. WORK OUTSIDE CLASSIFICATION

Under normal circumstances, employees will not be required to perform duties outside their classification as a regular assignment. Employees performing duties of a higher classification will be compensated as provided for in Section 37. For payroll purposes, compensation under this section will be treated as a temporary upgrade under Section 37.

SECTION 39. JOB SPECIFICATIONS / JOB EVALUATIONS

- A. The officially recognized job specifications for any position will be maintained by the Human Resources Department. Job specifications shall represent a general list of duties and responsibilities. A list of all job specifications will be made available to the Union upon request of the Union President/designee. In the event the Union has concerns over job specifications it shall provide input in writing through the Office of Employee Relations and a response in writing shall be given.
- B. It is recognized that the evaluation and classification of jobs within the City is the responsibility of management. The authority to request a restructuring of a position and the re-evaluation of such a position lies with the Department Director. Once such changes have been approved by the Department Director the Human Resources Department will be notified of the changes. Concerns and input on this matter shall be coordinated through the Office of Employee Relation.

SECTION 40. PERFORMANCE EVALUATION

- A. An employee may review a negative evaluation of his /her performance with the Department Director.
- B. The employee may document his/her point of view on any disciplinary action or performance evaluation. Such documentation will be made in writing and will be made a part of his/her evaluation, or disciplinary action.

SECTION 41. CERTIFICATION AND TRAINING PROGRAMS

- A. The present Certification Program procedures, instructional guides, instruction training and employee training agreement forms, and other practices will remain in effect for the duration of this Agreement.
- B. It is agreed and understood by the parties that employee training is necessary for the purpose of maintaining adequate job skills and knowledge necessary for promotion.
- C. The Union and the Office of Employee Relations may modify work hours by a Memorandum of Understanding for the purpose of providing training.
- D. Compensation and classification for any new jobs required as a result of a training program shall be determined by Human Resources Department prior to its implementation. The Union will provide its input through the Office of Employee Relations.

- E. Disputes pertaining to the Certification and Training Program will be addressed at the department level. If not resolved at that level, disputes will be addressed through the Standards Review Committee, the Office of Training and Organizational Excellence, or the Office of Employee Relations as appropriate.
- F. Employees who are displaced from their permanent positions as a result of their failure to enter or successfully complete certification/training programs will be transferred to positions using existing procedures for job abolishment within the City. The Union and the Office of Employee Relations will coordinate such actions. This provision will not apply to those employees who have signed other agreements as a condition of continued employment.

SECTION 42. SAFETY

- A The City agrees to use its best efforts to provide a safer work environment. The Union agrees to actively cooperate with the City in meeting this requirement.
- B. The City and Local 624 will continue review of the City Safety Program and to establish committees at the work unit, department and bargaining unit level. Committees will have equal representation selected by the City and the Union with a safety officer serving as a chair and voting only in case of a tie vote.
- C. These Committees will:
 - 1. Review and recommend to the bargaining unit committee changes to safety practices and policies; the bargaining unit committee will recommend changes to appropriate parties;
 - 2. Review accidents and make recommendations to prevent their reoccurrence; provided, however, that committees will not initiate or recommend disciplinary actions;
 - 3. Establish on going communication with the Office of Employee Relations/Risk Management Division to provide employee awareness and specialized training to address hazards in specific work units.
- D. Safety equipment and devices as required will be furnished and maintained by the City.
- E. Employees frequently exposed to communicable diseases in the course of their duties will be provided with appropriate immunization at the City's expense.
- F. First-aid kits and fire extinguishers will be made available to all work sites and vehicles.
- G. Department Directors, with the approval of the Chief Administrative Officer, may establish incentive programs recognizing accomplishments in safety and productivity. The Union may provide recommendations to departments on the content, structure, and timing of such programs.
- H. Dangerous Substances: Employees exposed to toxic substances will be monitored and treated as required by OSHA regulations.

recommendations regarding safety concerns in the workplace. It is the responsibility of the

employee and the employer to work in a safe manner. Employees recognize that it is their responsibility to notify their supervisor of unsafe and/or dangerous conditions in the workplace. It is management's responsibility to take appropriate action to deal with such conditions.

- J. For the purpose of reporting unsafe working conditions and/or incidents, employees will be allowed to fill out an R.P.O. Form (reporting purposes only).

SECTION 43. AMBULANCE SERVICE

Emergency ambulance service, when required, shall transport on-duty injured employees to a medical facility determined to be appropriate by attending emergency personnel or a qualified physician.

SECTION 44. STORAGE OF CITY EQUIPMENT

Storage will be provided by the City for City equipment and employees will not be required to take equipment home except when the employee is on standby status.

SECTION 45. TOOL STORAGE

The City agrees to provide storage for employees' tools.

SECTION 46. WORK CLOTHING

- A. Permanent employees of the City of Albuquerque are eligible for participation in the Work Clothing Program as set out below:
- 1 Five (5) sets of uniforms will be issued to each employee. These uniforms are intended to last one year from the date of issue. If these uniforms are not sufficient, the employee must buy additional uniforms at his/her own expense.
 2. The individual employee is required to wear this uniform during his/her normal work shift. Section supervisors or foremen are responsible for insuring that each employee in this program wears the uniform in a neat and clean condition.
 3. All City employees covered by the Work Clothing Program must sign a clothing deduction form. If an employee leaves the City before expiration of six (6) months after receiving his/her uniform, \$25.00 will be deducted from his/her final pay check.
- B. Employees who need gloves (canvas, leather, palm, or all leather) to perform their assigned work shall be furnished gloves by the City at: no charge to the employee.
- C. At the time uniforms are selected, employees may select a pair of coveralls in lieu of a set of regular uniforms unless the job prohibits wearing coveralls. Management may choose to provide insulated coveralls where warranted by working conditions. Employees and Union officials may provide input on this issue and committees may be developed when the parties deem necessary.
- D. Bargaining Unit members will be permitted to wear a Union emblem or insignia on their uniforms while on duty so long as the design and location are: mutually agreed upon.
- E. Employees will receive up to \$65.00 per year reimbursement for the purchase of a pair of safety footwear which meets or exceeds ANSI Z41 1991 standards. At the discretion of the

Department Director, up to \$65.00 per pair reimbursement may be authorized by employee classification for up to two additional pair per year. Departments will adopt guidelines for reimbursement practices, which may include the combining of reimbursements up to a one time reimbursement of \$195.00. Concerns of departmental reimbursement practices shall be addressed through the Department Director and then the Office of Employee Relations. Employees who receive reimbursement will be required to wear this safety footwear while on duty.

SECTION 47. NOMINATION AND ELECTIONS

The City agrees to notify the Union and City employees in the bargaining unit of elections or appointments of individuals to the Personnel Board.

SECTION 48. EMPLOYEE'S PERSONNEL FILE

A. Working Files

Working files on disciplinary actions may be developed and maintained by the department or division. These files may be purged at any time by the department or division head.

The Permanent File

1. The permanent file will be maintained in the Human Resources Department.
2. Disciplinary actions will be presented to the employee for signature. The employee's signature will be requested but not required.

C. Employees shall have the right to inspect and copy their working or permanent files. Access to employee's permanent file shall be given in accordance with the provisions of City Personnel Regulation 1002 and the Public Records Inspections Act.

D. The Union President or designee shall have reasonable access to files of employees with written authorization from the employee participating in the grievance procedure. Conflicts over file access shall be addressed through the Office of Employee Relations.

SECTION 49. DEFERRED COMPENSATION PROGRAM

The City agrees to continue to allow employees to participate in the Deferred Compensation Program as long as they are available. Details of this program will be available through the Human Resources Department. The City agrees to conduct workshops on this program on City time for all blue collar employees. The City will conduct workshops on this program at least twice annually on City time in an attempt to inform all blue collar employees of this benefit.

SECTION 50. LIFE INSURANCE

The City will continue to provide basic life and accidental death insurance coverage at no cost to all permanent employees. The Union will be allowed to use payroll deduction to provide one supplemental Life Insurance Plan.

SECTION 51. HOSPITALIZATION INSURANCE

- A. The City will pay 80% of the hospitalization premium and the employee will pay 20% of the premium of plans offered by the City.
- B. The City will pay 80% of the dental premium option selected by the employee and the employee will pay the difference of plans offered by the City.

- C. The employees will be offered an open window of enrollment when a plan provider changes at no fault of the employee.

SECTION 52. P.E.R.A

- A. The City will continue to provide P.E.R.A. Municipal Member Coverage Plan 3 to members of this bargaining unit.
- B. The City will continue to pay seventy-five percent (75%) of the employees' Public Employment Retirement Association (P.E.R.A.) statutory contribution.

SECTION 53. PRE-RETIREMENT COUNSELING

- A. The City agrees to continue to offer pre-retirement counseling workshops. Such sessions will be held on a quarterly basis. Employees authorized to attend such sessions will be granted City business leave for this purpose.
- B. Employees with twenty years or more of City service will be notified of upcoming workshops. Employees who do not select a workshop will be scheduled by management to attend the workshop.
- C. Employees who have retirement credit with another public employer or who are buying retirement credit are responsible for notifying the Human Resources Department to schedule an appointment for the workshop.
- D. The City will offer Blue Collar employees with 15 years service one half day Pre-Retirement Counseling Seminars on City time. Any Blue Collar employee who has under 15 years service may attend by using either vacation or their own personal time.
- E. The City will notify the employees in writing of Pre-Retirement Counseling Sessions.
- F. Employees with questions regarding their eligibility for retirement should contact PERA at 1-800-342- 3422.

SECTION 54. PAY

- A. Effective November 27, 2004, each step on the Blue Collar Pay Plan will be increased by three and two hundredths percent (3.2%).
- B. Effective July 1, 2005, each step on the Blue Collar Pay Plan will be increased by three and two hundredths percent (3.2%).
- C. Longevity pay will accrue throughout the term of this Agreement as follows:

CONTINUOUS SERVICE

05 to 10 years	\$55.00 per Pay Period
10 to 15 years.....	\$75.00 per Pay Period
15 to 20 years.....	\$85.00 per Pay Period
Over 20 years.....	\$100.00 per Pay Period

- E. Longevity and benefits will also apply to part-time permanent employees on a prorated basis.
- F. Employees whose regular work assignments begin during the times designated below are

eligible to receive shift differential for regular hours worked or hours on approved leave with pay:

Swing Shift (\$.30 per hour) start time between 11:59am and 6:59pm Graveyard Shift (\$.45 per hour) start time between 7:00pm and 3:59am

G. On November 27, 2004, each employee on the payroll shall receive a one-time holiday bonus. The bonus shall be paid based on an employee's grade on November 27, 2004

H.

SECTION 55. REIMBURSEMENT OF TOOLS

Mechanics and Mechanic Helpers will receive up to \$350.00 reimbursement once per any twelve (12) month period, upon the presentation of receipts for the purchase of job related tools. Electronic Technicians, Tire Repairers, Radio Technical Specialists and Paint/Body Workers will receive up to \$150.00 reimbursement once per any twelve (12) month period upon the presentation of receipts for the purchase of job related tools. These reimbursements do not apply to employees for whom the City provides the tools

SECTION 56. EYE GLASSES DAMAGED IN THE LINE OF DUTY

Employees will be reimbursed for prescription eye glasses damaged in the line duty up to a maximum of \$150.00 over any continuous 12-month period.

SECTION 57. EMPLOYEE COUNSELING

The City agrees to continue to advise employees with problems to seek counseling and treatment leading toward resolution of problems which are affecting their job performance. Toward this end, the City will maintain an Employee Assistance Program.

SECTION 58. PAYROLL DEDUCTIONS

The City agrees to deduct from the wages of an employee an amount authorized by the employee and to transmit such funds each pay period to the Rio Grande Credit Union. Other deductions may be authorized pursuant to appropriate administrative instructions.

SECTION 59 CONTRACTING OUT

- A. The City agrees that prior to contracting out bargaining unit positions, the Union will be allowed input in writing through the Office of the Mayor, with a copy delivered to the Office of Employee Relations. A written response shall be given to the Union.
- B. Union concerns over contracting out may be addressed through the applicable Department Director.
- C. In the event of layoff or displacement, the appropriate action will be taken in accordance with Section 28 of this Agreement.

SECTION 60. LIABILITY IN CIVIL SUITS

The City will comply with the appropriate state law and federal law as it relates to liability in civil suits against employees.

SECTION 61. COMPLETION OF PROBATION PERIOD

Pay and contractual benefits will begin for bargaining unit employees on the first day immediately following the completion of the probationary period.

SECTION 62. RESIGNATIONS

When a written resignation is given to management, it may be withdrawn by the mutual agreement of the employee and his/her department head. Disputes will be addressed through the Office of Employee Relations.

SECTION 63. UNION ELECTIONS

Subject to staffing requirements, union members may be allowed to receive leave without pay for election votes. Requests must be submitted in writing one day in advance to the immediate supervisor.

SECTION 64. SOLID WASTE ITEMS

- A. The parties recognize that the nature of Solid Waste Collection is such that there is exposure to hazardous waste such as chemical and biological agents, pesticides and fertilizers as well as exposure to communicable disease such as flu, hepatitis, hantavirus and A.I.D.S., as well as equipment related hazards. In order to address these problems, Solid Waste officials and Union officials will jointly meet with the City's Loss Prevention Office of the Risk management Division to identify ways in which to minimize exposure. This should result in additional specialized training being provided to Solid Waste department employees, as well as public awareness education.
- B. A bipartisan committee shall be formed within the first six (6) months of this contract to make proposals that will increase safety, production and the efficiency of the shop.
- C. Landfill
 - i. The parties agree that a bipartisan committee will be formed to draft a certification and training program for heavy equipment operator III landfill employees within the first six (6) months of this contract.
 - ii. The parties agree to evaluate the possibilities of an upgrade to eliminate the Transport operator compensation M.O.U.
- D. The parties may mutually form other committees.
- E. All committee meetings will take place during normal business hours.
- F. Bidding Routes
 - i. Residential: When a route becomes vacant, it will be bid by seniority by drivers who are permanently assigned to a route in that division and the new vacancy created by the bid will be filled by bid by seniority by drivers who are permanently assigned to a route in that division. When no driver bids on a route it will be filled from the extra board by seniority.
 - ii. Commercial: When a route becomes vacant, it will be bid by seniority by drivers who are permanently assigned to a route in that division, and the new vacancy created by the bid will be filled by bid, by seniority, by drivers who are permanently assigned to a route in that division. When no driver bids on a route it will be filled from the extra board by seniority.
 - iii. Recycling/ Large Items: When a route becomes vacant, it will be bid by seniority by drivers who are permanently assigned to a route in that division, and the new vacancy created by the bid will be filled by bid, by

seniority, by drivers who are permanently assigned to a route in that division. When no driver bids on a route it will be filled from the extra board by seniority. The parties may agree, by M.O.U., that assignment to recycle/large items be based on skill or certified training.

- iv. Winning bidders cannot bid on a new vacancy created through this process. This will apply to all divisions.
- v. Seniority for this subsection is considered length of continuous service as a Certified and Classified driver collector within the division.

G. New Trucks

- i. Seniority will be a consideration in making truck assignments.
- ii. The Union will be allowed input on the assignment of new equipment.
- iii. The Union will provide input on the procurement of new equipment.
- iv. The parties may agree to assignment of trucks within each division by
- v. M.O.U.

H. Pilot Extra Board

- i. Management will set the criteria for employees to qualify for this program. The Union will be allowed to provide input. Some factors to be considered are:
 - 1. Accidents
 - 2. Injuries
 - 3. Claims and Damages
 - 4. Attendance
 - 5. Complaints
 - 6. Seniority
- ii. Management will make selections for the pilot extra board based upon the approved criteria.
- iii. Those employees selected to the extra board will be compensated as agreed upon by the parties as long as the employees continue to maintain the performance standards that are approved as selection criteria.
- iv. When an employee fails to maintain his/her qualifications, he/she will be removed from the extra board and management will select a qualified replacement and assign the person leaving the extra board to his/her assigned route.
- v. The Pilot Extra Board Program will be evaluated one (1) year from the signing of this contract. By mutual agreement of the parties the program may be extended to other applications in the Solid Waste Department.

- I. Annual vacation bidding for available vacation slots will occur during the months of November and December of each year. During the first round of bidding, employees shall bid for one (1) to three (3) weeks. After the first round of bids, a second bid will be conducted for any remaining vacation slots. On the second bid an employee may schedule additional weeks or the maximum amount of accrued vacation which may be more or less than a week. However, the employee is limited to vacation slots that are left after the first. Vacation will be bid by City seniority, by work unit and classification. After the second round of bidding, vacation requests for available slots will be considered on a first come, first serve basis.

Extra board drivers in Residential & Commercial shall not be eligible to choose vacation leave during the months of June, July or August.

SECTION 65. SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

SECTION 66. TERM OF AGREEMENT

This Agreement shall be effective on November 27, 2004 and shall terminate on June 30, 2006.

The parties will reopen negotiations for a maximum of sixty (60) days no later than February 1, 2005 to negotiate medical insurance savings accounts. If the negotiations result in any health insurance savings for the City, the savings will be applied to a bargaining unit compensation increase in Fiscal Year '06.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representative on this _____ day of _____ 2004.
(SEAL)

The Mayor's signature is hereby affixed to this Agreement as evidence that the Agreement has been unilaterally implemented by the City of Albuquerque.

Mayor Martin Chavez

Date

City Clerk

Date

Assistant City Attorney

Date

In memory of Steve Saiz, Vice-President, AFSCME, Local 624